

EXHIBIT B

[Sign In](#)[Create Your Account](#)**Restaurants**
SERVING YOU**Browse**
BY CITY**Your GrubHub**
PAST ORDERS, FAVES...

Find restaurants near you and order online for free.

WHERE ARE YOU? (e.g. 2211 N Elston, Chicago)**WHAT WOULD YOU LIKE?** (optional)**DELIVERY OR PICKUP?**

Legal & Privacy

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Quick Links

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Email Opt Out

We understand how annoying it is when companies give away or sell your email address, so we're not going to do that. Ever. Having said that, by joining the mailing list, you are agreeing to receive a promotional email here and there. We try to make those as relevant as possible to you (new restaurants that deliver to you, popular joints in your neighborhood, etc.), but if you think we're doing a rotten job, you can unsubscribe at any time.

Type your email address below to unsubscribe.

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Return Policy

We're serious about customer satisfaction. If there are problems with your food order, please contact the restaurant directly. In the case of problems with a GrubHub charge to your credit card, contact webmeister@grubhub.com within seven days to receive a full or partial refund. We will perform a review of order history for evidence of fraud prior to issuing refunds.

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Terms of Use

GrubHub, Inc. ("GrubHub") operates its website and mobile site, located at www.GrubHub.com, and its blog, located at <http://blog.grubhub.com/> ("The Daily Grub")(collectively, the "Sites"). Please read the following Terms of Use carefully before using GrubHub or any of the Sites. For inquiries relating to any food orders, see our Return Policy. For information on advertising or promoting your restaurant through GrubHub, visit GrubHub Advertising Agreement.

1. Applicability & Acceptance of These Terms of Use

by, viewing, using, accessing, browsing, or examining any content or material on the Sites, you agree to these Terms of Use as a binding legal agreement between you and GrubHub, without limitation or qualification. The term "you" or "You" shall refer to any person or entity who views, uses, accesses, browses or submits any content or material to the Sites. If you do not agree to these Terms of Use, then you may not use the Sites. GrubHub reserves the right to modify these Terms of Use at any time without prior notice. You agree that each visit you make to the Sites shall be subject to the then-current Terms of Use, and continued use of the Sites now or following modifications in these Terms of Use confirms that you have read, accepted, and agreed to be bound by such modifications.

2. User License

- a. Scope. GrubHub grants you permission (which may be revoked at any time for any reason or no reason) to view the Sites and to download, email, share via social networking or print individual pages from the Sites in accordance with these Terms of Use and solely for your own personal, non-commercial use, provided you do not remove any trademark, copyright or other notice contained on such pages. No other use is permitted. You may not, for example, incorporate the information, content, or other material in any database, compilation, archive or cache. You may not modify, copy, distribute, re-publish, transmit, display, perform, reproduce, publish, reuse, resell, license, create derivative works from, transfer, or sell any information, content, material, software, products or services obtained from the Sites, except as specifically noted above. Except as specifically authorized by GrubHub, you may not deep-link to the Sites for any purpose or access the Sites manually or with any robot, spider, web crawler, extraction software, automated process or device to scrape, copy, or monitor any portion of the Sites or any information, content, or material on the Sites. GrubHub reserves all of its statutory and common law rights against any person or entity who violates this paragraph. You may not link or frame to any pages of the Sites or any content contained therein, whether in whole or in part, without prior written consent from GrubHub. You may become a "fan" of the Sites or share links to the Sites via social networking technology reference on the Sites. Any rights not expressly granted herein are reserved.
- b. User Conduct. You agree that your use of the Sites and/or services on the Sites is subject to all applicable local, state and federal laws and regulations. You also agree:
 - to comply with US law and local laws or rules regarding online conduct and acceptable material;
 - not to use the Sites or their services or submit content to the Sites if you are under the age of 13;
 - not to use the Sites to purchase alcohol unless you and the alcohol recipient are 21 or older and present a valid photo identification(s) verifying your age at the time of alcohol delivery;
 - not to access the Sites or services using a third-party's account/registration without the express consent of the account holder;
 - not to use the Sites for illegal purposes;
 - not to commit any acts of infringement on the Sites or with respect to content on the Sites;
 - not to use the Sites to engage in commercial activities apart from sanctioned use of GrubHub services;
 - not to copy any content, including, but not limited to restaurant menu content and third-party reviews, for republication in print or on-line;
 - not to create restaurant reviews or blog entries for or with any commercial or other purpose or intent that does not in good faith comport with the purpose or spirit of the Sites;
 - not to attempt to gain unauthorized access to other computer systems from or through the Sites;
 - not to interfere with another person's use and enjoyment of the Sites or another entity's use and enjoyment of the Sites;
 - not to upload or transmit viruses or other harmful, disruptive or destructive files; and/or
 - not to disrupt, interfere with, or otherwise harm or violate the security of the Sites, or any services, system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites (including those of our restaurant partners).
- c. Harm from Commercial Use. You agree that the consequences of commercial use or re-publication of content or information from the Sites may be so serious and incalculable that monetary compensation may not be a sufficient or appropriate remedy and that GrubHub will be entitled to temporary and permanent injunctive relief to prohibit such use.

3. Site Content

- a. Nature of User Material. Some of the services offered by GrubHub on the Sites allow you and others to post, transmit, display, publish, distribute, or otherwise submit public user generated material including, but not limited to, restaurant reviews and blog entries, to the Sites (collectively, "Submissions"). You agree not to create any Submission that:
 - contains vulgar, profane, abusive, hateful, or sexually explicit language, epithets or slurs, text in poor taste, inflammatory attacks of a personal, sexual, racial or religious nature, or expressions of bigotry, racism, discrimination or hate;

• is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, or

- is defamatory, misleading, disparaging, threatening, false, misleading, deceptive, harassing, obscene, or unfair, contains gross exaggeration or unsubstantiated claims, violates the privacy rights or right of publicity of any third party, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business or entity;
- unfairly interferes with any third party's uninterrupted use and enjoyment of the Sites;
 - advertises, disparages, promotes or offers to trade any goods or services in any manner that does not comport with the purpose or spirit of the Sites, including, but not limited to, negative reviews posted by competing restaurants or allegations of health code violations;
 - is intended primarily to promote a cause or movement, whether political, religious or other;
 - contains copyrighted content (copyrighted articles, illustrations, images, text, or other content) without the express permission of the owner of the copyrights in the content;
 - constitutes, promotes or encourages illegal acts, the violation of any right of any individual or entity, the violation of any local, state, national or international law, rule, guideline or regulation, or otherwise creates liability;
 - discloses any personal identifying information relating to or images of a minor without consent of a parent, guardian or educational supervisor;
 - infringes any copyright, trademark, patent, trade secret, or other intellectual property right;
 - contains viruses or other harmful, disruptive or destructive files;
 - harms or is inappropriate for minors to view;
 - links to any commercial or other website; and/or
 - is not otherwise in compliance with these Terms of Use.
- b. **User Representations and Warranties.** Each time you provide a Submission to the Sites, you represent and warrant that you have the right to provide such Submission, which means:
- you are the author of the Submission, or
 - the Submission is not protected by copyright law, or
 - you have express permission from the copyright owner to use the Submission in connection with the Sites; and
 - you have the right to grant GrubHub the license set out in these Terms of Use;
 - for restaurant review Submission(s), you have had first hand experience with the subject restaurant; and
 - your use of the Sites and Submission(s) do not violate these Terms of Use.
- c. **User License Grant to GrubHub.** You grant GrubHub, its affiliates, and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, display, archive, store, publish, transmit, perform, distribute, reproduce and create derivative works from all Submissions you provide to GrubHub in any form, media, software or technology of any kind now existing or developed in the future. Without limiting the generality of the previous sentence, you authorize GrubHub to include the Submissions you provide in a searchable format that may be accessed by users of the Sites. You also grant GrubHub and its and related entities the right to use any Personally Identifiable Information (as that term is defined in GrubHub's Privacy Policy) included with any Submission in connection with the use, reproduction or distribution of such Submission. You also grant GrubHub the right to use the Submission and any facts, ideas, concepts, know-how or techniques ("Information") contained in any Submission or communication you send to GrubHub for any purpose whatsoever, including but not limited to, developing, manufacturing, promoting and/or marketing products and services. You grant all rights described in this paragraph in consideration of your use of the Sites, without compensation of any sort to you. GrubHub does not claim ownership of Submissions.
- d. **Disclaimer of Responsibility for Material.** Submissions are not endorsed by GrubHub, and do not represent the views of GrubHub or its parents, subsidiaries and affiliates, agents, officers or directors. You acknowledge and agree that GrubHub does not control all Submissions, and disclaims any responsibility for such Submissions. GrubHub specifically disclaims any duty, obligation, or responsibility, to review, screen, refuse to post, remove, or edit any Submissions. In addition, GrubHub does not represent or warrant that any other content or information accessible via the Sites is accurate, complete, or current, including the menus, pricing or parking accessibility available from its partner restaurants. Price, description, menu content, product/service availability, parking accessibility and restaurant information are subject to change without notice. GrubHub assumes no responsibility or liability for any errors or omissions in the content of the Sites. While GrubHub does not charge you for using its services and does not add any additional charges (other than sales taxes and delivery) to the menu items it receives from its participating restaurants, GrubHub offers some restaurant menus via other services. The price shown on the menu may include a markup by those services. See a menu discrepancy? [Click here to report it.](#)
- e. **Review & Removal of Material.** GrubHub reserves the right (but disclaims any duty, obligation or responsibility) to review, screen, refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions

that GrubHub believes. in its absolute and sole discretion. may violate Sections 2(b). 3(a). or 3(b) above. You may

contact GrubHub at webmeister@grubhub.com or GrubHub at GrubHub, Inc., 2211 N. Elston Ste. 400, Chicago, IL 60614 to request removal of a Submission. However, GrubHub disclaims any duty, obligation or responsibility to comply with such request except as specifically outlined in this paragraph. GrubHub also reserves the right (but disclaims any duty, obligation, or responsibility) to refuse to post, remove in their entirety, or edit (at any time and without prior notice) any Submissions on the Sites for any reason or no reason whatsoever, in its absolute and sole discretion. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under US copyright law. If you believe in good faith that Submissions posted by the Sites infringe your copyright, you (or your agent) may send GrubHub a notice requesting that the Submission(s) be removed from the Site(s), or access to it blocked. The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed (or if multiple copyrighted works located on the Sites are covered by a single notification, a representative list of such works); (c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow GrubHub to locate the Submission(s) Sites; (d) the name, address, telephone number and email address (if available) of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the Submission in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. Notices and counter-notices with respect to the Sites should be sent to GrubHub, Inc., 2211 N. Elston Ste. 400, Chicago, IL 60614. GrubHub suggests that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA. We reserve the right to terminate the account of any user who is a copyright infringer

- f. **Proprietary Rights.** You acknowledge and agree that the Sites contain proprietary information and content that is protected by intellectual property and other laws, and may not be used except as provided in these Terms of Use without advance, written permission of GrubHub. All GrubHub Site design, text, graphics, interfaces, and images (and the selection and arrangements thereof), and software, hypertext markup language ("HTML"), scripts, active server pages, and other content and software used in the Sites are © 2010 GrubHub, all rights reserved.

4. Termination and Modifications to the Sites

GrubHub reserves the right, in its sole and absolute discretion, to modify, suspend, or discontinue at any time, with or without notice, the Sites and/or services offered on or through the Sites (or any part thereof), including but not limited to the Sites' features, look and feel, and functional elements and related services.

5. Indemnity

You agree to indemnify and hold GrubHub, its parents, subsidiaries and affiliates, agents, officers, directors, or other employees harmless from any claim, demand, or damage (whether direct, indirect, or consequential), including reasonable attorneys' fees, made by anyone in connection with your use of the Sites, with your Submissions, with any alleged infringement of intellectual property or other right of any person or entity relating to the Sites, your violation of these Terms of Use, and any other acts or omissions relating to the Sites.

6. Disclaimer of Warranties

THE INFORMATION, CONTENT, PRODUCTS, SERVICES, AND MATERIALS AVAILABLE THROUGH THE SITES (WHETHER PROVIDED BY GRUBHUB, YOU, OTHER USERS OR OTHER AFFILIATES/THIRD PARTIES), INCLUDING WITHOUT LIMITATION, FOOD/BEVERAGE ORDERS, SUBMISSIONS, TEXT, PHOTOS, GRAPHICS, AUDIO FILES, VIDEO, AND LINKS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

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7. Limitation of Liability

IN NO EVENT SHALL GRUBHUB BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OR DAMAGES WHATSOEVER (EVEN IF GRUBHUB HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, IN ANY MANNER ARISING OUT OF OR IN

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THROUGH THE SITES. GRUBHUB ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES TO, OR VIRUSES THAT MAY INFECTION, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, BROWSING OF, OR DOWNLOADING OF ANY MATERIAL FROM THE SITES. GRUBHUB ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY INFORMATION, CONTENT, PRODUCTS, SERVICES, OR MATERIAL AVAILABLE ON OR THROUGH THE SITES, AS WELL AS ANY THIRD PARTY WEBSITE PAGES OR ADDITIONAL WEBSITES LINKED TO THIS SITE, FOR ANY ERROR, DEFAMATION, LIBEL, SLANDER, OMISSION, FALSEHOOD, OBSCENITY, PORNOGRAPHY, PROFANITY, DANGER, INACCURACY CONTAINED THEREIN OR HARM TO PERSON OR PROPERTY CAUSED THEREBY. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL GRUBHUB'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED (A) THE AMOUNT PAID BY YOU TO GRUBHUB OR A RESTAURANT AFFILIATE, IF ANY, OR (B) \$100 (WHICHEVER IS LESS).

YOU AND GRUBHUB AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE MATERIAL, BARGAINED-FOR BASES OF THIS AGREEMENT, AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT. YOU AND GRUBHUB AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

IF YOU ARE DISSATISFIED WITH THE SITE OR DO NOT AGREE TO ANY PROVISIONS OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE, EXCEPT AS MAY BE PROVIDED FOR IN THIS SECTION 7.

8. Your account, password, and security

Use of GrubHub services requires that you register and/or create an account with GrubHub or use the Sites as a guest. To register and create an account, you must select an account designation and password and provide certain personal information to GrubHub as set forth in the GrubHub Privacy Policy. In consideration of the use of GrubHub's services, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the registration form, and (b) maintain and promptly update the personal information you provide to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or GrubHub has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GrubHub has the right to refuse any and all current or future use of GrubHub (or any portion thereof).

You are responsible for maintaining the confidentiality and security of your account and password, and you are fully responsible for all activities that occur under your password or account, and for any other actions taken in connection with the account or password. You agree to (a) immediately notify GrubHub of any known or suspected unauthorized use(s) of your password or account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or credit card information; and (b) ensure that you exit from your account at the end of each session.

GrubHub will not be liable for any injury, loss or damage of any kind arising from or relating to your failure to comply with (a) and (b) or for any acts or omissions by you or someone else using your account and/or password.

9. Links

As a courtesy to you, the Sites may offer links to other websites. Some of these websites may be affiliated with GrubHub while others are not. GrubHub is not responsible for the contents of any website pages created and maintained by organizations independent of GrubHub. Visiting any such third-party website pages is at your own risk. GrubHub has no control of these third-party website pages, nor can it guarantee the accuracy, completeness, or timeliness of information in third-party website pages. Your use of such information is voluntary, and your reliance on such information should be made only after independent review. References to commercial products or services within any such third-party website pages do not constitute or imply an endorsement by GrubHub. By using the Sites you acknowledge that GrubHub is responsible neither for the availability of, nor the content located on or through any third-party website pages.

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any content or in any manner that disparages or defames another person or entity. All content posted on the Sites (or its affiliates) that appear on the Sites are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by GrubHub or its affiliates.

11. Consideration

You acknowledge that these Terms of Use are supported by reasonable and valuable consideration, the receipt and adequacy of which are hereby acknowledged. Without limiting the foregoing, you acknowledge that such consideration includes, without limitation, your use of the Sites and receipt or use of data, content, products and/or services through the Sites, the possibility of our review, use or display of your Submission(s), and the possibility of publicity and promotion from our review, use or display of your user-generated content.

12. Jurisdiction, Applicable Law, and Limitations

This Site is created and controlled by GrubHub in the State of Illinois, U.S.A. You agree that these Terms of Use will be governed by and construed in accordance with the laws of the United States of America and the State of Illinois, without regard to its conflicts of law provisions. Use of the Sites is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use. GrubHub makes no claims or assurances that the Sites are appropriate or may be downloaded outside of the United States. You agree that all legal proceedings arising out of or in connection with these Terms of Use, or services available on or through the Sites must be filed in a federal or state court located in Chicago, Illinois, within one year of the time in which the events giving rise to such claim began, or your claim will be forever waived and barred. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.

13. General

- a. **Enforceability.** If any portion of these Terms of Use is found to be void, invalid or otherwise unenforceable, then that portion shall be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these Terms of Use shall continue to be enforceable and valid according to terms contained herein.
- b. **Entire Agreement.** Except as expressly provided in a particular "Legal & Privacy" posting or other notice on particular pages of the Sites, these Terms of Use, which hereby incorporate by reference the terms of GrubHub's Privacy Policy, constitute the entire agreement between you and GrubHub, superseding all prior agreements regarding the Sites.
- c. **No Waiver.** The failure of GrubHub to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of said right or provision. Neither party hereto shall be deemed to be in default of any provision of the Terms of Use or for failure in performance resulting from acts or events beyond the reasonable control of such party and arising without its fault or negligence, including, but not be limited to, acts of God, civil or military authority, interruption of electric or telecommunication services, civil disturbances, acts of war or terrorists, strikes, fires, floods or other catastrophes.
- d. **Headings & Construction.** The section titles in the Terms of Use are for your convenience only and carry no contractual or legal effect whatsoever. The language in these Terms of Use shall be interpreted in accordance with its fair meaning and shall not be strictly interpreted for or against either party.
- e. **Contact GrubHub.** For purposes of providing notice of cancellation or termination, contact us at webmeister@grubhub.com or GrubHub at GrubHub, Inc., 2211 N. Elston Ste. 400, Chicago, IL 60614

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Privacy Agreement

GrubHub, Inc. ("GrubHub") collects certain information through its website and mobile site, located at www.GrubHub.com, and its blog, located at <http://blog.grubhub.com/> ("The Daily Grub")(collectively, "Sites"). Your privacy is important to GrubHub and this Privacy Policy lays out GrubHub's policies and procedures surrounding the collection and handling of such information. This Privacy Policy applies only to the Sites. It does not apply to any restaurant sites, other third party services linked to GrubHub Sites or offline activities related to GrubHub services.

A. Information GrubHub Collects

GrubHub may collect the following information from users of our Sites: first name, last name, street address, city, state, zip code, cross streets, phone number, e-mail address, Sites-specific display name, GPS location (mobile site) and credit card information (collectively, "Personally Identifiable Information" or "PII"). GrubHub is not intended for use by children under the age of 13 and GrubHub does not knowingly collect PII from children under the age of 13.

In addition, GrubHub may collect information regarding GrubHub account holders' past GrubHub orders, favorite restaurants, customer service inquiries, service/restaurant reviews and certain social networking preferences (e.g. pages

you "Like" or "Recommend").

GrubHub also uses web analytics software to track and analyze traffic on the Sites in connection with GrubHub's advertising and promotion of GrubHub services. GrubHub may publish these statistics or share them with third parties without including PII.

GrubHub may collect additional PII in connection with The Daily Grub blog submissions including professional title, business/personal website, social networking handle/username and the author's photograph.

B. GrubHub's Use Of Collected Information

GrubHub uses PII to create users' GrubHub accounts, to communicate with users about GrubHub services, to offer users additional services, promotions and special offers and to charge for purchases made through GrubHub. Users may affirmatively opt-out of receiving promotional communications from GrubHub by visiting <http://www.GrubHub.com> and providing GrubHub with their e-mail address via the opt-out link. GrubHub may also use PII to enforce GrubHub terms of use and service.

GrubHub uses PII submitted by authors of The Daily Grub blog content by publishing that information on The Daily Grub, and as otherwise agreed by GrubHub and submitting author. By submitting PII to GrubHub in connection with Daily Grub blog content, the author agrees to GrubHub's publication of that PII, and any other PII included within the blog content, on The Daily Grub.

GrubHub uses cookies to remember users on the Sites and to enhance users' experience on the Sites. For example, when users with GrubHub accounts return to the Sites, cookies identify those users and allow the Sites to provide certain user-specific information such as GrubHub account information, past orders, favorite restaurants and user restaurant reviews. GrubHub does not sell the information it collects to third parties. GrubHub shares collected PII to third-party vendors and service providers with whom GrubHub works to provide application programming interfaces ("APIs") and other functions for the Sites in connection with the delivery of GrubHub services. In addition, GrubHub shares users' GrubHub order content, special order instructions, first and last name, street address and telephone number with restaurants where users' orders are placed to the extent necessary to process those orders. GrubHub may also disclose PII to third parties such as attorneys, collection agencies, tribunals or law enforcement authorities pursuant to valid requests in connection with alleged violations of GrubHub terms of use and service or other alleged contract violations, infringement or similar harm to persons or property.

User generated content posted through the Sites such as service/restaurant reviews and certain social networking preferences (e.g. pages you "Like" or "Recommend") may be viewed by the general public. Accordingly, GrubHub cannot ensure the privacy of any PII included in such user generated content.

C. GrubHub's Protection of PII

GrubHub uses reasonable security measures equal to or exceeding industry standard to protect PII from unauthorized access, destruction, use, modification and disclosure. Unfortunately, even with these measures, GrubHub cannot guarantee the security of PII. By using the Sites, you acknowledge and agree that GrubHub makes no such guarantee, and that you use the Sites at your own risk.

D. Accessing and Correcting Your PII

Registered GrubHub account holders can access and change their own PII using the "Edit" function on the GrubHub website. If you have questions regarding GrubHub's use or collection of your PII, please contact GrubHub's privacy officer at: webmeister@grubhub.com.

E. Privacy Policy Amendments

GrubHub may change this Privacy Policy at any time by posting a new version on this pager or on a successor page. The new version will become effective on the posting date, which will be listed at the top of the page as the effective date.

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GrubHub Advertising Agreement

- I agree that GrubHub.com shall act as my agent in marketing my restaurant and in advertising, selling, and collecting revenue on behalf of my restaurant. GrubHub.com shall be a disclosed agent to the public in all respects.
- I can cancel at any time and I promise, as does GrubHub.com, to rectify any remaining account balances within 30 days of cancellation.
- I will notify my phone staff they will be recorded.
- I agree to pay the marketing fee circled above for each "order" (such term is defined as the food and beverage subtotal, including delivery fee, placed through GrubHub.com to my restaurant).
- I agree that my restaurant is responsible for all liability associated with the sale of food and any drink, including alcohol, by my restaurant, including, without limitation, computation payment of sales tax to the appropriate taxing authority, delivery

service, compliance with appropriate health codes with respect to preparation of food, and all matters concerning quality and

service, compliance with appropriate health codes with respect to preparation of food, and all matters concerning quality and condition of the food, and further, my restaurant will protect, defend, and indemnify GrubHub.com from any and all claims brought against GrubHub.com as a result of any failure by my restaurant with respect to the foregoing.

- I agree that my restaurant is obligated to notify GrubHub.com in writing of any changes to my restaurant's menu, and my restaurant will protect, defend, and indemnify GrubHub.com from any and all claims brought against GrubHub.com as a result of failure by my restaurant with respect to such notification.
- I agree, as does GrubHub.com, specifically with respect to sales tax, that GrubHub.com shall compute the sales tax charged pursuant to instructions provided by my restaurant, shall collect the sales tax solely as an agent on behalf of my restaurant, shall pay such amount collected to my restaurant, and my restaurant shall be solely responsible for verifying the amount collected, filing the appropriate sales tax returns, and remitting the proper amount to the appropriate taxing authorities. For the purpose of such sales tax payments, my sales tax registration number is listed above. For purposes of this Advertising Agreement, sales tax shall include any sales, use, privilege, gross receipts, restaurant, excise or other tax due in relation to the sale of food or drink by my restaurant.
- Until further written notice, the undersigned hereby provides its unlimited consent, authorization, and assignment to GrubHub.com all rights and privileges necessary or useful to manage all information, including but not limited to menus, pertaining to and describing my restaurant in my name, place, and stead on all 3rd party websites and online data services.
- This agreement shall be governed by and interpreted in accordance with the laws of Illinois without regard to principles of conflicts of laws. Where available, you may sign the Agreement electronically, by selecting the "I Accept" button. In selecting the "I Accept Button", the electronic signature ("E-Signature") is the legal equivalent of your manual signature on this Advertising Agreement. You agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such will not in any way affect the enforceability of your E-Signature or any resulting contract between you and GrubHub.com. You also represent that you are authorized to enter into this Advertising Agreement.
- Please see GrubHub's website at: www.GrubHub.com/legal/. The terms and conditions are subject to change by GrubHub upon 30 days advance notice. After notice and the expiration of 30 days, I acknowledge that continuing participation and receipt of orders shall bind my restaurant to any new terms and conditions.

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Guidelines for Reviews

Reviews are approved based on the following criteria:

RELEVANCY

Reviewers must have had a firsthand experience with the restaurant. Believe it or not, we can sort of tell...

ACCEPTABLE CONTENT

Lesson one: We can reject and remove any comment without warning or explanation. We're not going to as long as you follow our guidelines, but we do reserve that right. As for those guidelines:

- No offensive language.
- Discrimination based on the grounds of race, religion, gender, national origin, age, marital statue, sexual orientation or disability will not be tolerated.
- Referencing illegal activity is not okay.
- Competing restaurants are not allowed to post negative reviews. *Violation of this policy will result in permanent removal from our site without a refund.*
- Allegations of health code violations are not acceptable.

APPROPRIATE

Children under 13 are not allowed to use the site. But, hey, like the bright lights of the big city, we know our power to lure the masses does not discriminate. Let's keep it clean, even by younger standards.

NOT ENDORSED

GrubHub does not endorse reviews, and they do not represent our views. We also don't assume liability for the content of any review.

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We own all content exclusively and reserve all rights, including, without limitation, the right to use all materials relating to reviews. We are under no obligation to pay you for your reviews. All your base are belong to us.

REMOVABLE

Each review may be removed if requested by one of our users. If you are offended by something on the site, [let us know](#).

Helpful Stuff

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